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JOSEPH COLEMAN AND
IVETTE PIZARRO**

PROGRESSIVE NORTHERN INSURANCE COMPANY	:	UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PA
VS.	:	
JUSTINE COLEMAN, JOSEPH COLEMAN AND IVETTE PIZARRO	:	CIVIL ACTION NO: 02-4026

**DEFENDANTS, JOSEPH COLEMAN AND IVETTE PIZARRO'S
CONTENTIONS REGARDING FACTS AND THEORY OF LIABILITY**

Defendants contend that on May 19, 2000 a motor vehicle accident occurred wherein defendant, Justine Coleman struck a vehicle operated by defendant, Joseph H. Coleman, Jr. The motor vehicle accident occurred on the N. 5th Street Highway in Reading, PA. A lawsuit was filed by Mr. Coleman and Ms. Pizarro against Justine Coleman. As a result of that lawsuit, plaintiff, Progressive filed the instant declaratory action seeking the court's determination on whether the conduct of Mrs. Coleman was intentional. At the time of the accident, defendant, Ivette Pizarro was a front-seat passenger in the vehicle operated by Joseph Coleman. As a result of this motor vehicle accident, defendants, Joseph H. Coleman, Jr., and Ivette Pizarro sustained injuries.

There is no dispute that, at the time of the accident, defendant, Justine Coleman was an "insured" person under the definition of her policy with Progressive. Thus, it is for this Court to determine whether Ms. Coleman's conduct was accidental or, as plaintiff alleges, she committed an "intentional act". A copy of the policy was previously attached as Exhibit "A" to the Joint Findings of Fact submitted to the Court on August 5, 2003. The policy fails to define an "intentional act" and,